



Department of Neighborhood Development - Boston Home Center

Program Disclosure for Downpayment and Closing Cost Assistance



ELIGIBILITY REQUIREMENTS

In order to qualify for assistance, you must meet the following criteria:

- The buyers maximum household income cannot exceed 120% HUD Area Median Income based on Household size (as shown below):

1-person household.....	\$77,100	5-person household.....	\$118,950
2-person household.....	\$88,150	6-person household.....	\$127,800
3-person household.....	\$99,150	7-person household.....	\$136,600
4-person household.....	\$110,150	8-person household.....	\$145,400
- Buyers must take a minimum of 8 hours of homebuyer education/counseling ("Homebuyer 101") through The Boston Home Center or an approved agency, prior to closing.
Approved Agencies: Massachusetts Affordable Housing Alliance (MAHA), Nuestra CDC, Urban Edge, Allston Brighton CDC and Neighborhood of Affordable Housing (NOAH).
- Buyer must use an approved, City of Boston Participating Lender and an approved mortgage product.
- Buyer must agree to occupy the property as their primary residence during the mortgage term.
- The buyer must be a first-time homebuyer and cannot own any other real estate.
- Buyers must have at least 1.5% of their own funds put toward the property's purchase price.
Note: Lenders may require more downpayment based on the loan program

TERMS AND CONDITIONS

Note, the use of the singular "I" or "my" below, shall include the plural in the case of more than one Homebuyer.

I, as a buyer of a home in the City of Boston, do hereby apply for Financial Assistance under the downpayment and closing costs assistance program from The Boston Home Center. I hereby certify and warrant as follows:

- The Household Income Information includes all persons who intend to reside in the dwelling, which I will occupy. I have included their age(s), relationship to me, their source(s) of income, and current annualized gross income from all sources (both taxable income and non-taxable income), including but not limited to: **earnings, overtime, IRA distributions, part-time employment, bonuses, dividends, interest, annuities, pensions, Veterans Administration (VA) Compensation, gross rental or lease income, commissions, deferred income, welfare payments, social security benefits, disability payments, alimony, support payments, public assistance, sick pay, unemployment compensation, and income received from trusts, business activities, and investments.**
- I understand that, prior to receiving Financial Assistance, I will be required to sign a Promissory Note and Mortgage for the full amount of assistance received. Upon request, The Department of Neighborhood Development of the City of Boston (DND) will provide me with a copy of the Promissory Note, which lists the conditions attached to receiving Financial Assistance under the Program. I will read the Promissory Note, or have it read to me, and understand these conditions. I understand that I will be required to sign the Promissory Note, and the corresponding Mortgage, prior to actually receiving Financial Assistance. I understand the benefits of consulting an attorney to review such documents for me.
- I am aware that the mortgage term is 10 years and the loan balance will be due in full if I sell, refinance, or no longer occupy the property as my primary residence, within the first 10 years of the mortgage term.
- I shall occupy the home I am purchasing as my primary residence within sixty (60) days of the date of closing unless otherwise agreed upon by DND and shall continually occupy the home thereafter. I also certify that I am moving into a vacant unit and my occupancy will not displace tenants. I will not raise the rents of tenants in an effort to cause them to move from the property within my first year of ownership. I will inform the seller of the property, which I am purchasing that the sale of the property is voluntary. I will inform them that if they do not wish to sell, that I, the buyer, do not have the right to acquire the property by eminent domain.
- I am aware that I must purchase either a one-, two- or three-family residence, or condominium unit located in the City of Boston.
- I am aware that amount of assistance will be determined by DND based on an Asset Needs Test. I understand that the maximum amount of assistance cannot exceed 3% of the purchase price and cannot be less than \$1,000.
- I understand that I am not eligible for assistance if I own more than \$75,000 in assets.
- I acknowledge that this will be my primary residence and that I currently do not own any other real estate.
- I acknowledge that condominium conversions are not allowed during the mortgage term.
- I acknowledge that, upon submission, review, and approval of required documentation, the City of Boston will issue a Fund Reservation Number, which will reserve funds for my closing for ninety (90) days. This reservation may be extended by thirty (30) days at the request of myself, or my Lender. The extension will only be granted if funds are available and if my application materials are not greater than six (6) months old.

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- I acknowledge that the amount of Financial Assistance I will receive will be determined by an Asset-Needs Test to be completed by my Lender. The final amount of assistance will be based on the lesser of the fund reservation or the Asset-Needs Test.
- I authorize DND and/or my Lender to release my name to a selected foreclosure prevention-counseling agency, in the event I become sixty (60) days delinquent in paying my mortgage.
- I have never been convicted of real property arson, tenant harassment in Housing Court or been found in violation of Fair Housing Laws. I am not presently in mediation with the Boston Fair Housing Commission or the Massachusetts Commission Against Discrimination. I am not presently a defendant in a criminal complaint in Housing Court for a Fair Housing violation, nor in an arson case.
- I do not presently, nor have I in the past, owed any past due real estate taxes to the City of Boston.
- I am not presently an employee of DND, nor have I been for any period during the last twelve (12) months. I also have no immediate family members who are employees of DND or have been during any period in the last twelve (12) months.
- I am aware that I must comply with the regulations set forth by the Massachusetts Department of Public Health in 105 CMR 460.000 “Lead Poisoning Prevention and Control.” I have received, as part of my approved homebuyer education course, the HUD/EPA Lead Hazard Control booklet “Protect Your Family From Lead In Your Home.”
- I am aware that if my income is below 80% of the Area Median Income as defined by HUD, and I purchase a property built before 1978, and if a Visual Paint Inspection shows that the property has deteriorated paint above the de minimis levels defined by HUD, that I will be required to have all deteriorated paint on the premises stabilized by a lead safe contractor.

I understand I must provide to DND, within six (6) months of loan closing, a Letter of Compliance, as defined by Massachusetts Lead Law, issued by a qualified licensed lead inspector. A Certificate of Full De-leading Compliance or Certificate of Interim Control dated within the past two years and issued by a qualified lead inspector may be used in place of a Visual Paint Inspection.

- I am aware that, within ninety (90) days of closing, I must have an inspection of the property by DND indicating that the property meets the housing quality standards set forth in the regulations of HUD at 24 CFR 982.401. A Certificate of Fitness or Certificate of Occupancy issued within the last 24 months may be submitted in place of a Housing Quality Standards Inspection.
- I am aware that within one (1) year of closing I must complete the required “Homeowner 201” class conducted by MAHA.
- I am aware that the information contained herein is subject to verification by DND. I hereby give my permission to the Lender to which I have applied for mortgage financing, to release confidential materials relevant to my mortgage loan to DND or it’s agents, for the purpose of verifying information contained in this Application. This Application may be reproduced and that copy shall be as effective as this original consent.
- I understand that if I have made any material misstatements in the foregoing representations, on the DND Financial Assistance Application, the lender's mortgage application, or on any statements or documents related to this Financial Assistance loan; or if I have omitted any of the information requested, this will be considered an event of default and any Financial Assistance funds I have recieved from DND I must repay to DND.

I/we declare under penalty of perjury that the foregoing information is true, accurate, complete and correct in all respects. I hereby authorize the City of Boston to independently verify the information provided here and also to investigate my records of credit. I certify that I have read the Program Disclosure and I agree to the Terms and Conditions of this program.

Applicant (print name)

Applicant (signature)

Date

Co-Applicant (print name)

Co-Applicant (signature)

Date